

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DATE FILED: 3/26/08

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HARTFORD FIRE INSURANCE COMPANY as :
subrogor of Lycee Francais De New York, :

Plaintiff, :

-against- :

MAYRICH CONSTRUCTION CORP., et al., :

Defendants. :

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07 Civ. 4084 (SHS) (AJP)

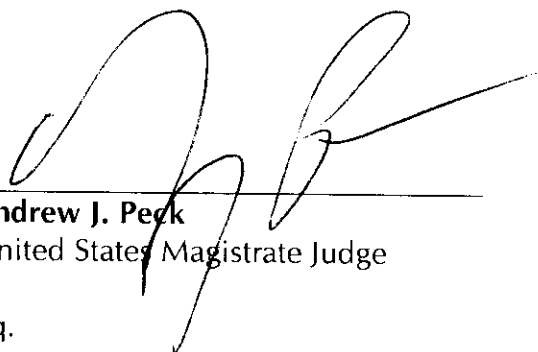
ORDER OF DISMISSAL ON CONSENT

ANDREW J. PECK, United States Magistrate Judge:

The parties having informed the Court that they have reached a settlement agreement in principle and are finalizing settlement documents (see attached letter), IT IS HEREBY ORDERED THAT this action is dismissed with prejudice and without costs, provided, however, that any party may reinstate the action within 30 days hereof if the settlement is not fully effectuated. Any pending motions are to be terminated as moot.

SO ORDERED.

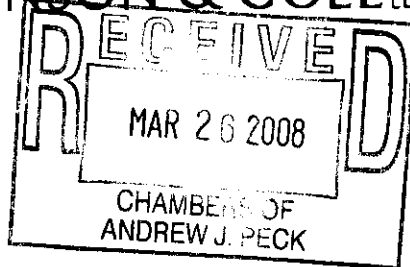
DATED: New York, New York
March 26, 2008



Andrew J. Peck
United States Magistrate Judge

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March 26, 2008

Via Facsimile 212-805-7933

Magistrate Judge Andrew J. Peck
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007

**Re: Hartford Fire Insurance Company a/s/o Lycee Francais De New York
v. Mayrich Construction Corp., et al.
United States District Court, Southern District of New York
Case No.: 07 Civ. 4084 (SHS)(AJP)**

Dear Judge Peck:

We represent plaintiff. Based on this morning's telephone conversation with Pat Blake of your office, I am writing to give you a brief status report and to suggest that this case be dismissed, subject to reopening if the settlement condition cannot be resolved.

This case was mediated and "conditionally" settled among all parties on Wednesday, March 5. The condition to the settlement was that, in addition to providing releases from Hartford (which have already been supplied), defendants also demanded releases from Hartford's insured, Lycee Francais, with respect to any uninsured claims it may have against the defendants. We advised defendants that we would certainly use our best efforts to get these releases, but that we did not control Lycee, did not represent them, and all parties agreed that if this condition could not be satisfied then the settlement would be null and void.

We are still discussing this issue with Lycee, which discussions have been a bit delayed due to the vacations of Lycee's principal and attorney. However, we are guardedly optimistic that we will be able to resolve this outstanding issue.

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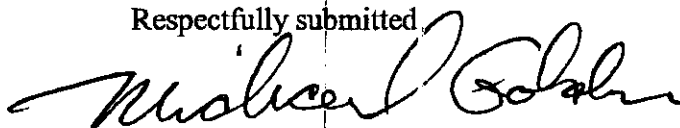
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Magistrate Judge Andrew J. Peck
March 26, 2008
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Accordingly, at the suggestion of Ms. Blake, we request that this case, including all claims and cross claims, be dismissed with prejudice subject to any party being able to reopen the case if the settlement cannot be finally consummated within 30 days of such dismissal.

I have not yet discussed this request with any of the defendants because with various pretrial deadlines approaching I wanted to quickly update you on the foregoing.

Respectfully submitted,



Michael B. Golden

MBG:kc

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